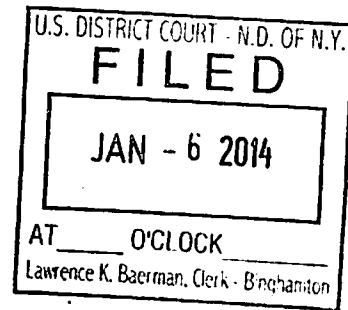


UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK



JOE HAND PROMOTIONS, INC.,

Plaintiff,

v.

**STIPULATION OF SETTLEMENT
AND ORDER OF DISMISSAL**
Case No. 1:12-CV-1060

RALPH VALENTI, INDIVIDUALLY AND
D/B/A VILLA VALENTI PUB; AND VILLA
VALENTI PUB, LLC, AN UNKNOWN
BUSINESS ENTITY D/B/A VILLA VALENTI
PUB,

Defendants.

WHEREAS, Plaintiff JOE HAND PROMOTIONS, INC., filed a complaint on July 2, 2012 and subsequently and on October 17, 2012 Defendants RALPH VALENTI, INDIVIDUALLY AND D/B/A VILLA VALENTI PUB; AND VILLA VALENTI PUB, LLC, AN UNKNOWN BUSINESS ENTITY D/B/A VILLA VALENTI PUB answered said complaint; and

WHEREAS, the parties are interested in resolving the issues alleged in the complaint in this action, and have negotiated in good faith for that purpose; and

WHEREAS, none of the parties to the above-captioned action is an infant or incompetent person; and

WHEREAS, the parties in the above-captioned action wish to discontinue the litigation;

IT IS HEREBY STIPULATED AND AGREED by and between the parties and/or their respective counsel as follows:

1. The parties hereby agree that the above-captioned action is dismissed and discontinued with prejudice, as to the named Defendants, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.

2. Any and all of the claims for damages by Plaintiff which are the subject of this action or otherwise arise out of any of the incidents alleged in the Complaint are hereby settled, as against

the named Defendants, for the sum of Five Thousand and 00/100 Dollars (\$5,000.00) in full satisfaction of all claims for damages, costs, disbursements and legal fees.

3. The checks for payment of the sum stated in Paragraph #2, above, shall be drawn to the order of the law firm of Wilhelm and Norman PLLC as Attorneys for Plaintiff and mailed to Attorney Craig Norman at his present address of 122 Remsen Street, Cohoes, New York 12047 with payments which have been made as follows:

- a). First payment of \$1,000.00 on or before October 4, 2013; and
- b). Second payment of \$2,000.00 on or before October 31, 2013; and
- c). Third payment of \$2,000.00 on or before November 30, 2013.

4. In consideration of the settlement of this matter for the sum stated in Paragraph No. 2, above, the Plaintiff hereby releases each of the above-named Defendants in their individual, representative and/or official capacities, and their heirs, executors, administrators and assigns, from any and all claims, liabilities and causes of action related to or arising out of any and all of the events set forth in the Complaint in the above-captioned action.

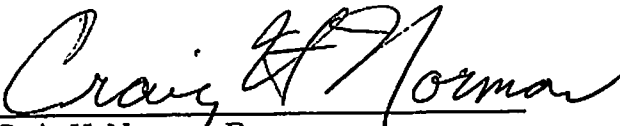
5. Nothing in this So Ordered Stipulation of Settlement shall be construed as an admission or concession of liability whatsoever by any of the Defendants regarding any of the allegations made by the plaintiff in the Complaint.

6. Payment of the amount stated in Paragraph No. 2, above, will be made paid as stated in Paragraph No. 3 above. In the event that all of the aforesaid payments are not made as stated in Paragraph No. 3 above then Plaintiff may submit a Judgment against the Defendants for the balance remaining unpaid on Notice to the Attorney for the Defendants.

7. That no party hereto is an infant or incompetent.


8. This So Ordered Stipulation of Settlement embodies the entire agreement of the parties

Dated: Dec. 13, 2013



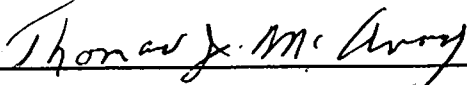
Craig H. Norman, Esq.
Bar Roll No. 104185
Wilhelm & Norman PLLC
Attorneys for Plaintiff
122 Remsen Street
Cohoes, New York 12047
Phone No.: (518)371-2075

Dated: 12/27/2013


William P. Hennessey, Jr., Esq.
Bar Roll No.: 104035
Bartle, McGrane, Duffy and Jones, LLP
Attorneys for Defendant
251 River Street, 5th Floor
Troy, New York 12180
Phone No: (518) 274 3510

SO ORDERED:

Dated: January 2, 2014


Hon. Thomas J. McAvoy
United States District Judge